

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2911710

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY AGREEMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MERCATUS TECHNOLOGIES INC./TECHNOLOGIES MERCATUS INC. | 06/24/2014 |
| MERCATUS USA INC. | 06/24/2014 |
| RECEIVING PARTY DATA | |
| Name: | SILICON VALLEY BANK |
| Street Address: | 3003 TASMAN DRIVE |
| City: | SANTA CLARA |
| State/Country: | CALIFORNIA |
| Postal Code: | 95054 |
| PROPERTY NUMBERS Total: 25 | |
| Property Type | Number |
| Application Number: | 11412086 |
| Patent Number: | 8152062 |
| Patent Number: | 8001015 |
| Patent Number: | 7966228 |
| Application Number: | 11413013 |
| Application Number: | 11413005 |
| Patent Number: | 7873543 |
| Patent Number: | 8571941 |
| Patent Number: | D669048 |
| Application Number: | 14035781 |
| Application Number: | 12615022 |
| Patent Number: | D539000 |
| Patent Number: | D542500 |
| Patent Number: | D546020 |
| Patent Number: | D540002 |
| Patent Number: | D567239 |
| Patent Number: | D538999 |
| Patent Number: | D543674 |
| Patent Number: | D539501 |
| Patent Number: | D543000 |
| PATENT | |

| Property Type | Number |
|----------------|---------|
| Patent Number: | D539001 |
| Patent Number: | D539500 |
| Patent Number: | D616840 |
| Patent Number: | D631861 |
| Patent Number: | D656113 |

CORRESPONDENCE DATA

Fax Number: (800)494-7512

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: JOANNA MCCALL

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.

Address Line 4: WASHINGTON, D.C. 20005

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | F150464 |
| NAME OF SUBMITTER: | LAURA A. KENERSON |
| SIGNATURE: | /Laura A. Kenerson/ |
| DATE SIGNED: | 06/24/2014 |

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of the 24th day of June, 2014, by and between SILICON VALLEY BANK ("Bank") and MERCATUS TECHNOLOGIES INC. / TECHNOLOGIES MERCATUS INC., a corporation organized under the laws of Canada, and MERCATUS USA INC., a Delaware corporation (each and together, jointly and severally, "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank to secure Bank services and other obligations outside of the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest and movable hypothec without delivery in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations to Bank to secure Bank services and other obligations outside of the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest and Hypothec. To secure its obligations to Bank to secure Bank services and other obligations outside of the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Canadian Intellectual Property Office, the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction). Notwithstanding the foregoing, this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, to the extent that the hypothecation granted hereunder is governed by such laws pursuant to the laws of the Province of Ontario (including the conflict of laws provisions thereof).

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

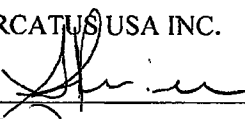
GRANTOR:

MERCATUS TECHNOLOGIES INC. /
TECHNOLOGIES MERCATUS INC.

By: 

Title: CFO

MERCATUS USA INC.

By: 

Title: President

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

MERCATUS TECHNOLOGIES INC. /
TECHNOLOGIES MERCATUS INC.

By: _____

Title: _____

MERCATUS USA INC.

By: _____

Title: _____

BANK:

SILICON VALLEY BANK

By: *Cheng*

Title: VP

[Signature Page to Intellectual Property Security Agreement]

PATENT
REEL: 033168 FRAME: 0450

EXHIBIT A

Copyrights

Nil.

EXHIBIT B

Patents

Canadian Patents:

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| Portable information terminal mountable on shopping cart and removable memory device usable with same | #2800962 | |
| Systems and methods for managing and displaying dynamic and static content | #2605981 | |
| Systems, methods, apparatus and computer-readable mediums for determining a meal and/or meal plan | #2742998 | |
| Enabling and managing ordering information within a network | #2605984 | |
| Communicating information with a personal shopping device | #2605983 | |
| Systems and methods for enabling information management incorporating a personal computing device | #2605982 | |
| Managing product purchase information over a network | #2605980 | |
| Electronic shopping cart handle | #2605979 | |
| Portable information terminal mountable on shopping cart and removable memory device usable with same | #2605958 | |

United States Patents:

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| Electronic shopping cart handle | 11412086 | |
| Portable information terminal mountable on shopping cart and removable memory device usable with same | 8152062 | |
| Systems and methods for managing and displaying dynamic and static content | 8001015 | |
| Systems and methods for enabling information management incorporating a personal computing device | 7966228 | |
| Systems and methods for enabling and managing ordering information within a network | 11413013 | |
| Systems and methods for managing a hierarchical structure | 11413005 | |
| Systems and methods for managing product purchase information over a network | 7873543 | |

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| Systems and methods for managing user information over a network | 8571941 |
| Display device with magnetic card reader | D669048 |
| Systems and methods for managing user information over a network | 14035781 |
| Determining a meal and/or meal plan | 12615022 |
| Cart handle | D539000 |
| Display device | D542500 |
| Cart handle | D546020 |
| Cart handle | D540002 |
| Storage device | D567239 |
| Cart handle | D538999 |
| Cart handle | D543674 |
| Cart handle | D539501 |
| Cart handle | D543000 |
| Cart handle | D539001 |
| Cart handle | D539500 |
| Display device | D616840 |
| Display device | D631861 |
| Display device | D656113 |

EXHIBIT C

Trademarks

Canadian Trademarks:

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|--|---|---|
| CONCIERGE & OFF CENTRE Design | 1419160/783,557 | 11/29/2010 |
| BLACK COLOUR Design | 1256012/727,548 | 10/30/2008 |
| BROWN COLOUR Design | 1256015/727,532 | 10/30/2008 |
| BLUE COLOUR Design | 1256020/727,531 | 10/30/2008 |
| CONCENTRIC CIRCLE Design | 1256025/727,747 | 11/4/2008 |
| CONCIERGE | 1256027/727,740 | 11/4/2008 |
| CONCIERGE & Design | 1256029/727,694 | 11/3/2008 |
| GRAY COLOUR Design | 1256017/727,535 | 10/30/2008 |
| OFF CENTRE CONCETRIC CIRCLE Design | 1419161/756,062 | 12/29/2009 |
| ORANGE COLOUR Design | 1256022/727,938 | 11/6/2008 |
| PURPLE COLOUR Design | 1256023/727,745 | 11/4/2008 |
| RED COLOUR Design | 1256018/727,534 | 10/30/2008 |
| WHITE COLOUR Design | 1256016/727,533 | 10/30/2008 |
| YELLOW COLOUR Design | 1256021/727,941 | 11/6/2008 |
| GREEN COLOUR Design | 1256019/727,536 | 10/30/2008 |
| 2 DIMENSIONAL Design | 1256013/727,620 | 11/3/2008 |
| MERCATUS | 1492276/858,214 | 8/21/2013 |
| MERCATUS & BAR Design (Horizontal) | 1495461/858,886 | 8/29/2013 |
| MERCATUS & BAR Design (Stacked) | 1495456/858,219 | 8/21/2013 |
| BAR LOGO (MERCATUS) | 1495455/858,217 | 8/21/2013 |
| MERCATUS INTEGRATED COMMERCE | 1638297 | Pending |
| CONCENTRIC CIRCLE Design (CTM) | 004694352/004694352 | 11/30/2007 |
| CONCIERGE (CTM) | 004694063/004694063 | 11/30/2007 |
| CONCIERGE & Design (CTM) | 004694287/004694287 | 11/30/2007 |
| MERCATUS (CTM) | 009573767/009573767 | 6/7/2011 |
| MERCATUS (Logo) | 009573866/009573866 | 6/7/2011 |
| CONCIERGE (Turkey) (Class 9, 12, 35, 38, 42) | 2010/79220 | App. filed 12/14/2010 |
| CONCIERGE (Turkey) (Class 9, 12, 35, 38, 42) | 2010/79220 | Pending Appeal |

| | | |
|---|-----------------------|-----------|
| MERCATUS (Turkey) | 2010/74101/2010 74104 | 3/13/2012 |
| SERVICE MARK (US) | 78-742,460/3,773,823 | 4/6/2010 |
| SERVICE MARK Design (US) | 78-742,442/3,841,498 | 8/31/2010 |
| CONCIERGE (US) | 78-742,457/3,910,248 | 1/25/2011 |
| CONCIERGE & Design (US) | 78-742,448/3,807,068 | 6/22/2010 |
| MERCATUS & BAR Design (stacked) (U.S.) | 85/189,586 | Pending |
| MERCATUS & BAR Design (horizontal) (U.S.) | 85/189,565 | Pending |
| BAR Logo (MERCATUS) (U.S.) | 85/189,601 | Pending |
| MERCATUS (U.S.) | 85/189,532 | Pending |
| MERCATUS INTEGRATED COMMERCE (U.S.) | 86/111,445 | Pending |

United States Trademarks:

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|------------------------------|---|---|
| MERCATUS INTEGRATED COMMERCE | 86111445 | |
| MERCATUS (Design) | 85189586 | |
| MERCATUS (Design) | 85189565 | |
| MERCATUS | 85189532 | |
| Design | 85189601 | |
| Design | 3773823 | |
| CONCIERGE | 3910248 | |
| CONCIERGE (Design) | 3807068 | |
| Design | 3841498 | |

EXHIBIT D

Mask Works

Nil.